

(SPACE BELOW FOR FILING STAMP ONLY)

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DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER

IN THE UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA

FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE
REGIONAL MEDICAL CENTER,

Debtor.

TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER,

Plaintiff,

v.

DON A. BRAVIN, an individual; and
ELVIRA M. BRAVIN, an individual,

Defendants.

CASE NO. 17-13797

Chapter 9

Adv. Proc. No.

Date: N/A
Time: N/A
Place: 2500 Tulare Street
Fresno, CA 93721
5th Floor, Courtroom 13
Judge: Honorable René Lastreto II

**COMPLAINT FOR DECLARATORY RELIEF TO DETERMINE
NATURE, EXTENT, AND VALIDITY OF INTERESTS IN PROPERTY**

Plaintiff TULARE LOCAL HEALTHCARE DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER ("Plaintiff" or "Debtor") alleges against Defendants DON A.

1 BRAVIN, an individual and ELVIRA M. BRAVIN, an individual (collectively "Defendants"
2 or "Bravins") as follows:

3 **JURISDICTION AND VENUE**

4 1. This Court has jurisdiction over this adversary proceeding pursuant
5 to 28 U.S.C. § 157, 28 U.S.C. § 1331, and 28 U.S.C. § 1334.

6 2. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (B),
7 (K), and (O); Plaintiff consents to the entry of a judgment in this matter by the
8 Bankruptcy Court.

9 3. This adversary proceeding relates to the Chapter 9 Case No. 17-
10 13797, *In re Tulare Local Healthcare District dba Tulare Regional Medical Center*
11 (the "Chapter 9 Case") which is currently pending before this Court.

12 4. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1409.

13 **PARTIES**

14 5. Plaintiff is a California healthcare district, qualified to, and operating
15 in the State of California. Plaintiff is the debtor in the underlying Chapter 9 case.
16 It was previously known as Tulare Local Hospital. On or about September 27,
17 1996, Plaintiff executed a deed of trust with assignment of rents as additional
18 security, as a trustor, concerning the real property bearing the APN 170-072-002
19 ("Deed of Trust"). This Deed of Trust was recorded on October 4, 1996 in the
20 official records of the County of Tulare, California as Instrument No. 96-071432.
21 A true and correct copy of the Deed of Trust is attached as Exhibit "A".

22 6. On information and belief, Plaintiff alleges that Defendants Don A.
23 Bravin and Elivra M. Bravin are individuals and are married to each other.
24 Defendants are believed to be the beneficiaries of the Deed of Trust.

1 “[f]urther necessary or proper relief based on a declaratory judgment or decree
2 may be granted.” Additionally, Federal Rule of Bankruptcy Procedure 7001(2)
3 provides that an adversary proceeding may be filed to determine nature, extent,
4 and validity of interests of the Debtor and others in property.

5
6 15. An actual case or controversy exists relating to the rights and legal
7 obligations of the parties with respect to ownership or other rights of the real
8 property described in paragraphs 7 and 8 above.

9 16. The Plaintiff asserts that it has satisfied the underlying obligation
10 related to the Deed of Trust and thus Plaintiff is entitled to an order clearing the
11 title to the subject property including declaring the Deed of Trust to be void.

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PRAYER

WHEREFORE, the Plaintiff prays for judgment against Defendants as follows:

1. For a judgment declaring that:
 - a. The underlying obligation in the principal sum of \$150,000.00 has been satisfied.
 - b. That none of Defendants have any interest in the real property bearing the APN 170-072-002.
 - c. That Plaintiff is entitled to an order clearing the title to the subject property including declaring the Deed of Trust to be void.
2. For attorney's fees and the costs of suit incurred in this action; and
3. For such other and further relief as the Court deems just, equitable, and proper.

Dated: April 30, 2018

WALTER WILHELM LAW GROUP
A Professional Corporation

By: Matthew P. Bunting
Matthew P. Bunting
Attorneys for Debtor,
TULARE LOCAL HEALTHCARE
DISTRICT, dba TULARE REGIONAL
MEDICAL CENTER

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

Don A. Bravin and Elvira M.
Bravin
979 Gem
Tulare, CA 93274

96-071432

Rec Fee 23.00
Check 23.00

Recorded
Official Records
County of
Tulare
Greg Hardcastle
Recorder
8:00am 4-Oct-96

CHIC LC 4

Escrow No. 446623 -GP
Order No. 446623 - JBC

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Assessor's Parcel No:
170-072-002

DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made this 27TH day of September, 1996, between
Tulare Local Health Care District, a California Non-Profit Corporation

herein called TRUSTOR, whose address is 869 Cherry Street, Tulare, CA 93274

CHICAGO TITLE COMPANY, a California Corporation herein called TRUSTEE, and
Don A. Bravin and Elvira M. Bravin, husband and wife, as community property

herein called BENEFICIARY, Trustor Irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale
that property in the City of Tulare County of Tulare
California, described as:

Lot 1 and the northerly 10 feet of Lot 2 of Terrace Garden Subdivision, in the City of
Tulare, County of Tulare, State of California, as per Map recorded in Book 21, Page 95
of Maps, Tulare County Records.

ADDITIONAL PROVISIONS EXHIBIT ATTACHED AND MADE A PART HEREOF BY REFERENCE

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon
Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$ 150,000.00 with interest thereon according to the terms of a
promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the
performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums
and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting
that they are secured by this Deed of Trust.

DT1PG1-11/18/94bk

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EXHIBIT A
Page 1 of 4

Escrow No: 446623

GP

Assessor's Parcel No: 170-072-002

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Anamor	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	1-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	180
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964, Page 149774					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are printed on the following pages hereof, and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Tulare Local Health Care District

STATE OF CALIFORNIA

COUNTY OF

Tulare

) S.S.

BY

Jerry Boyter Administrator

On

10.3.96

before me,

Louis A Fishbough
a Notary Public in and for said County and State, personally appeared

Jerry Boyter

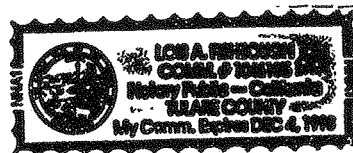
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY'S SIGNATURE

DT1P6206/08/84bk

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(THIS AREA FOR OFFICIAL NOTARIAL SEAL OR STAMP)

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY Lore A. Fishbaugh
DATE COMMISSION EXPIRES Dec 4, 1998
PLACE OF EXECUTION Tulare County
SIGNATURE [Signature] DATE 10/2/96

(GOVT. CODE, SEC.27361.7)

Escrow No: 446623

GP

Assessor's Parcel No: 170-072-002

ADDITIONAL PROVISIONS EXHIBIT

In the event of a voluntary sale, alienation or conveyance of any or all portion of the real property described herein, any indebtedness or obligation under the promissory note secured hereby, at the option of the holder, shall immediately become due and payable.

TDPREV-08/08/94bk